

DEPARTMENT OF THE AIR FORCE

Headquarters Air Force Materiel Command Wright-Patterson Air Force Base Ohio

2 0 MAY 2003

MEMORANDUM FOR SEE DISTRIBUTION

FROM: HQ AFMC/PK

4375 Chidlaw Road, Room S208

Wright-Patterson AFB OH 45433-5006

SUBJECT: Interagency Agreement (IA) between HQ AFMC/PK and General Services Administration's (GSA) Federal Technology Services (FTS)

- 1. A few weeks ago, I signed the subject IA with GSA's FTS. My motivation for signing this agreement was to allow AFMC to obtain small business credit (reference paragraph 10 of the IA) for those AFMC dollars that are MIPR'd to FTS and result in some type of socioeconomic award (small business, small disadvantaged business, woman-owned, veteran, etc.). For example, in FY01, GSA contracted over \$477 million for AFMC. A large portion of that amount went to socioeconomic firms, yet AFMC received no credit for these dollars in relation to our established socioeconomic goals.
- 2. The attached IA in no way replaces or supercedes AFMC/CC memorandum of 7 Sep 01 and HQ AFMC/PK memorandum of 30 Oct 01 (subject: Military Interdepartmental Purchase Requests), AFMC/CC memorandum of 19 Dec 02 (subject: Military Interdepartmental Purchase Request (MIPR) Toolkit and Training, or AFMC/CC memorandum of 30 May 02 (subject: Flexible Acquisition Sustainment Tool (FAST) Agile Warfighter Support). The policy provided in those letters remains the same— it is imperative that the acquisition team consider in-house contracting capabilities first. We do recognize, however, that FTS is a viable choice in some acquisition situations. It is in these situations where, if an award is made to a socioeconomic firm, we want to ensure AFMC receives the appropriate credit toward achieving our socioeconomic goals.
- Any questions may be directed to my action officer, Ms. Elaine K. Smith, HQ AFMC/PKPA, DSN 986-0364, e-mail address elaine.smith@wpafb.af.mil.

ÉFFREY P. PARSONS

Colonel, USAF

Director of Contracting

Attachment:

HQ AFMC/PK and GSA FTS Interagency Agreement

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DET 1 AFRL/PK

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Interagency Agreement Between

HQ Air Force Materiel Command (Contracting Directorate) And

GSA Federal Technology Service For IT Solutions and Collection of Socioeconomic Data

- Purpose. This Interagency Agreement (IA) constitutes the agreement between HQ Air Force Materiel Command (AFMC) and all AFMC components and the GSA Federal Technology Service (FTS). This agreement becomes effective when signed by both AFMC and FTS.
- Scope. Under this IA, FTS, in consultation with AFMC, will utilize its expertise to select the optimal procurement alternative to satisfy AFMC's information technology (IT) requirements. Specific requirements (bona fide need) will be defined on individual funding documents.
- FTS Responsibilities. FTS will assign the necessary contracting, technical and financial personnel determined by the contract used and the level of services ordered by AFMC. As ordered by AFMC, FTS will:
 - Review and evaluate requests for service to determine if the requests are within the scope of existing contract vehicles;
 - b) provide assistance to AFMC officials seeking and receiving services;
 - review and evaluate requests for service to determine if additional vehicles need to be sought or established;
 - d) issue delivery or purchase orders, as well as any necessary change orders;
 - e) resolve contractual problems or issues, and adjudicate disputes with the industry partner;
 - ensure the industry partner complies with the terms and conditions of the contract;
 - g) pay invoices for services that flow through the IT Fund and bill AFMC for reimbursable services; and
 - h) assign in-house technical, contracting and financial personnel depending on the level of services required by AFMC.

4. AFMC Responsibilities. AFMC will:

- a) ensure that this IA is signed by an official who is authorized to sign interagency agreements:
- comply fully with applicable procurement regulations and policies in all matters related to this IA:
- c) Identify and document its requirements for submission to FTS:
- d) provide full funding for costs described in paragraph 6 (Costs) for all products and services ordered, ensuring that the funding document is signed by an official who is authorized to certify funds:
- e) advise FTS immediately of any problems that affect performance by the industry partner;
- f) receive, inspect, and accept services in a timely manner;
- g) execute all responsibilities in a timely fashion so that all provisions of the Prompt Payment Act can be met.

Funding.

- a) All funds identified by AFMC are identified for Information Technology (IT) Fund use pursuant to this agreement upon the issuance of a funding document by AFMC. FTS will not issue any delivery/purchase orders prior to its receipt of a funding document. The funding document will cite the amount being obligated by AFMC and will describe AFMC's requirement that will be met by the order. The amount being obligated by AFMC includes the anticipated value of the order(s) to be issued to the industry partner plus any applicable FTS surcharges for recovery of FTS's costs of doing business. FTS will not issue a delivery/purchase order in excess of the funds obligated by AFMC. The funding document will contain a certification signed by an AFMC official having authority to certify the funds, and cite the office to contact if there is a need to discuss payment problems.
- Credit cards are recommended for delivery/purchase orders under one hundred thousand dollars per order.
 FTS will charge the amount of the industry partner's invoice plus any applicable FTS surcharge to AFMC's credit card.

6. Costs. AFMC will reimburse FTS for costs of services provided by each delivery/purchase order (reimbursable funds). Costs of services include the amounts due the industry partner under the delivery/purchase order plus any applicable surcharges for recovery of FTS's costs of doing business on behalf of AFMC. AFMC shall provide FTS with the necessary receiving/inspection information within 5 days of receipt of the goods or services. If interest penalties are incurred, because AFMC has not provided timely receiving/inspection information. AFMC agrees to compensate FTS for the resultant interest penalties.

FTS Billing and Payment.

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- a) FTS will pay all charges for delivery/purchase orders from the Information Technology Fund on a reimbursable basis, unless other agreements have been made (described in paragraph 5). Report of ITF Services Performed, GSA 789 Voucher or TFS Form 7306, Intragovernmental Payment and Collection (IPAC), as applicable, will be used and shall be paid as rendered within 15 days.
- AFMC is responsible for prompt payment of all billings. All reimbursable billings are delinquent when they are 45 or more days old (from date of the billing).
- c) When billings remain delinquent over 90 days and AFMC has not indicated a problem regarding services, FTS will not issue any new orders or modifications to existing orders for AFMC, and termination of existing services will be considered by FTS and negotiated with AFMC.
- Cancellation. This agreement or any delivery order /purchase order issued under this agreement may be canceled in 30 calendar days by written notice by either party. If this agreement is canceled, any implementing purchase/delivery order may be cancelled. If this agreement, or any order under this agreement, is canceled by AFMC, AFMC assumes responsibility for all costs resulting from the cancellation.
- Disputes and Protests. If a dispute or protest arises from the specifications, solicitation, award, performance or termination of a delivery/purchase order and the industry partner appeals or protests to a forum such as the General Accounting Office or a Federal Court, and the forum makes an award in favor of the offeror or industry partner, AFMC shall provide sufficient funds to cover all costs associated with the dispute/protest.
- 10. Small Business Credit. Any orders executed by FTS on behalf of AFMC will allocate the Small Business acquisition credit to the lowest FIPS 95-2 AFMC Agency/Bureau component as identified by AFMC to FTS or, at a minimum, FTS will allocate Small Business acquisition credit back to AFMC, FIPS 95-2 Code 571M. This small business credit data will be provided to the AFMC/PK small business focal point on a fiscal year quarterly basis.

| AFMC OFF | Date: 3/21/243 | - : |
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